

SCOTT
DISCUSS
WITH ME

AMENDMENT

Amendment dated the ____ day of September 1996, to the agreement dated the ____ Day of July 1996 (the "Agreement") by and between Fred Durst, Sam Rivers, John Otto and Wesley Borland p/k/a "Limp Bizkut", c/o Katz, Smith and Cohen, Ivy Place, 3423 Piedmont Road, N.E., Atlanta, Georgia 30305 ("you" or "Artist") and Flip Records, Inc. 433 Broadway, New York, New York ("Flip").

WHEREAS, the parties have heretofore entered into the Agreement; and

WHEREAS, the parties desire to amend the Agreement.

The parties hereby amend the Agreement as follows:

1. The date of the Agreement is deemed August 1, 1996.
2. The address of Flip is now 524 Broadway, New York, New York 10012.
3. While the Initial Period of the Agreement required the record and delivery of one EP and one Album by Artist, the parties wish to convert the EP to an Album. Therefore, the term "EP" is deleted from paragraph 4(c)(i) and 4(e)(ii) and replaced with the term "Converted Album" and paragraph 4(d)(i) of the Agreement is deleted and replaced with:

"(i) during the Initial Period - two (2) Albums (the "Converted Album" and the "First Album)."

4. The first sentence of paragraph 5(b) is deleted and replaced with:

"Flip hereby approves an amount for the Budget of the Converted Album in the amount of seventy thousand (\$75,000.00) dollars."

5. Paragraph 6 is deleted and replaced with:

"6. ADVANCES

(a) Flip shall pay to you, in respect of the Converted Album and First Album, an advance ("Initial Artist Advance") in the amount of two hundred and fifty thousand (\$250,000.00) dollars.

(b) The Artist Advance for the Second Album shall be one hundred twenty five thousand (\$125,000.00) dollars (the "Second Album Advance").

(c) The Initial Artist Advance shall be payable:

- (i) One hundred thousand (\$100,000.00) dollars to Mojo Records LLC promptly after execution of this agreement; and
- (ii) Seventy-five thousand (\$75,000.00) dollars to you promptly after execution of this agreement; and
- (iii) thirty seven thousand five hundred (\$37,500.00) dollars to you on commencement of recording of the First Album; and
- (iv) thirty seven thousand five hundred (\$37,500.00) dollars to you upon and delivery to Flip of the First Album.

(d) The Second Album Advance shall be payable fifty (50%) on commencement of recording of the Second Album and fifty (50%) percent on delivery to Flip of the Second Album.

(e) The Initial Artist Advance and the Second Album Advance are deemed non-refundable prepayments to you of Net Profits otherwise payable to you pursuant to paragraph 7 of this Agreement."

6. Paragraph 7(c) of the Agreement is deleted and replaced with:

(c) Flip shall set up two separate accounts for the calculation of Net Profits: one for the calculation of Net Profits in relation to the Converted Album and the First Album and one for the calculation of Net Profits in relation to the Second Album (ie., Costs incurred in connection with the Converted Album and the First Album shall only be deducted from Proceeds derived from the exploitation of the Converted Album and the First Album and costs incurred in connection with the Second Album shall only be deducted from Proceeds derived from the exploitation of the Second Album).

7. Paragraph 10 of the Agreement is deleted and replaced with:

"10. RELEASE COMMITMENT

Provided you have complied with all then current material obligations of this agreement, Flip agrees each Album will be commercially released in the United States within one hundred twenty (120) days (not including the months of November and December, if applicable) after delivery of each to Flip has been completed. In the event Flip has not so released the applicable Album, as aforesaid, and Flip continues to fail to release the applicable or Album, for sixty (60) days after receipt of written notice from you of such failure, you may terminate this agreement by written notice."

8. The first sentence of paragraph 17 is hereby deleted.

9. Paragraph 18 is deleted and replaced with:

"18. TOUR SUPPORT

In connection with the initial release of the Converted album in the United States, Flip agrees to expend the minimum amount of \$10,000.00 to subsidize the costs of a personal appearance tour which monies are deemed a non-refundable prepayment of Net Profits otherwise payable to you pursuant to this Agreement."

10. In all other respects, the terms of the Agreement are hereby ratified and affirmed.

"Limp BizKut"

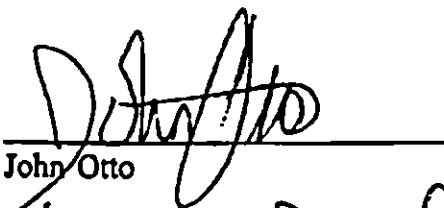
FLIP RECORDS, INC.



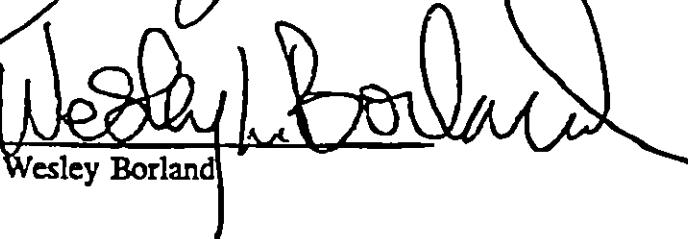
Fred Durst



Sam Rivers



John Otto



Wesley Borland

By:

